

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

RAVEN TORRES-TORRES,
Plaintiff,

v.

CIVIL NO. 25-1082 (GMM)(HRV)

ROBERTO REVOL MARTINEZ-LEBRON,
et al.,
Defendants.

MEMORANDUM AND ORDER

This is a diversity jurisdiction suit filed by plaintiff Raven Torres-Torres (“Torres” or “Plaintiff”) against Defendants Roberto Revol Martinez-Lebron (“Martinez”) and Update Music Corp. (“Update Music”) (collectively “Defendants”) seeking to nullify a contract and to recover damages for defamation, infringement of moral rights under Puerto Rico law, unjust enrichment, and tortious interference. (Docket No. 1). Pending before the court is Torres’ “Motion to Disqualify the Law Firm of Defendants.” (Docket No. 15). More specifically, Plaintiff moves to disqualify the law firm of Prado, Nuñez & Associates, P.S.C., (hereinafter “Prado Law”), raising a conflict of interest and pressing the argument that disqualification is warranted under ABA Model Rule of Professional Conduct 1.8, or, alternatively, under Rules 1.7, 1.9, and 1.10 of the Model Rules. Subsequently, at a hearing held before me, Torres asserted a new ground for

1 disqualification—Rule 3.7 (Lawyer as Witness). The Defendants opposed the motion to
2 disqualify. (Docket No. 22).

3 The matter was referred to me by the presiding District Judge for disposition.
4 (Docket No. 18). I held a hearing on the motion on June 5, 2025. (Docket No. 27). For
5 the reasons set forth below, the motion to disqualify is DENIED.
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7 I. FACTUAL AND PROCEDURAL BACKGROUND

8 I summarize the factual background from the allegations in the complaint but only
9 to provide context to the request for disqualification. Torres is a songwriter who in
10 September of 2018, entered into publishing, management and recording contracts with
11 Martinez and his company Update Music. (Complaint, Docket No. 1, ¶11). Torres avers
12 that he experienced difficulties dealing with Martinez from the start such as receiving
13 threats, witnessing erratic behavior, and being the subject of unreasonable requests. (Id.,
14 ¶¶12-13). Due to the alleged ongoing discomfort, Torres requested in January of 2019 the
15 termination of the contracts and to be released from his obligations under them. (Id.,
16 ¶14). It is alleged that on June 4, 2019, Torres received an email from Martinez releasing
17 him from his contracts with Update Music. (Id., ¶19).
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20 Relevantly, on June 12, 2020, Torres signed an exclusive management,
21 representation and publication contract with Juan Carlos Monserrate (“Monserrate”)
22 and Edwin Prado-Galarza (“Prado”). (Id., ¶20). A few weeks later, Martinez contacted
23 Torres to request four compositions and agreed to pay \$4,000. (Id., ¶22). This, the
24 complaint alleges, is evidence that Torres did not have a contractual relationship with
25 Martinez. (Id.). Subsequently, in either February or March of 2021, Martinez contacted
26 Torres requesting a composition for the artist Ozuna, which Plaintiff provided. (Id., ¶23).
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1 However, Torres notified Martinez that he had signed the contract with Monserrate and
2 Prado, to which Martinez reacted surprised and claimed that their 2018 contracts were
3 still in effect. (Id., ¶24). Attempts by Torres to contact Prado were unsuccessful. In fact,
4 it is alleged that Torres visited Prado's office and was told by security personnel that he
5 was not welcomed there. (Id., ¶25). Because of the lack of communication, Torres
6 assumed that Monserrate and Prado had put an end to their agreement. (Id., ¶26). Said
7 contract was never executed. (Id., ¶27).

9 On April 26, 2021, Torres received a threatening call from Martinez. During said
10 call, Martinez sent a document titled in Spanish "Adendum para Acuerdo y Compromiso
11 de Contrato Existente.¹" (Id., ¶28). Torres signed this agreement. Nevertheless, he
12 claims that he did so out of fear and due to Martinez' threats. (Id., ¶29). It is also alleged
13 that he was unable to have an attorney look at the agreement before he signed it. (Id.).
14 Thereafter, the complaint alleges that Torres felt compelled to perform under this
15 contract and did so by delivering 15 songs to Update Music. (Id., ¶31). Despite this,
16 Martinez allegedly continued making threats to Torres. (Id., ¶¶33-34). The threats
17 included damaging Plaintiff's reputation in the music industry. (Id., ¶34).

20 Further, Martinez allegedly interfered with Torres' ability to obtain a publishing
21 deal on his own. (Id., ¶36). Notwithstanding the alleged interference, at the beginning of
22 2022, there were discussions about a potential publishing deal with PeerMusic III, Ltd.,
23 but Torres was excluded from the discussions. (Id., ¶37). A contract was formally
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27 ¹ The typographical error in Spanish appears in the original document.

1 delivered in August of 2022 and Martinez demanded that Torres sign it immediately and
2 stated that no one in the industry would work with him if he didn't. (Id., ¶39). The
3 complaint further avers that Torres received only \$60,000 out of \$200,000 of the value
4 of the contract and that he delivered over 150 compositions to Update Music in
5 compliance with his obligations under the PeerMusic agreement. (Id., ¶¶41-45).
6 According to the complaint, Torres failed to use these compositions. (Id., ¶45). After
7 more than six months with no word on the status of the compositions, Torres reached
8 out to Martinez. (Id., ¶46). The latter replied that he did not have time to listen to Torres.
9 (Id.).
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12 Torres expressed to Martinez that he could not continue in that manner and
13 requested release from his obligations and to settle matters amicably. (Id., ¶47).
14 Martinez responded with insults and additional threats that he would close the doors for
15 Plaintiff in the music industry. (Id.). He also said that he would give Torres the release
16 in exchange for \$75,000. (Id.). At this point, Plaintiff consulted with an attorney, and
17 through counsel sent a communication to Martinez asserting that their agreement was
18 null and void. (Id., ¶¶49-50). This communication by counsel was disrespectfully
19 dismissed by Martinez who in turn threatened legal actions against Torres. (Id., ¶52).
20 Torres allegedly refrained from taking any actions to avoid conflict effectively halting his
21 career. (Id., ¶53). This, the complaint continues, caused him significant financial and
22 emotional harm. (Id.). It is further alleged that Martinez took deliberate steps to prevent
23 Torres from working with others and that he sabotaged his career. Martinez is alleged to
24 have interfered with Torres' opportunities in the music industry by, among other things,
25 making defamatory statements about him. (Id., ¶¶54-56, 62). Torres requests that the
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documents titled “Adendum para Acuerdo y Compromiso de Contrato Existente” be declared null and void and that he be awarded monetary damages. (Id., ¶65).

The motion to disqualify Prado Law was filed by Torres on May 8, 2025. (Docket No. 15). It was referred to me for disposition the next day, May 9, 2025. (Docket No. 18). Defendants filed their response in opposition on May 27, 2025. (Docket No. 22). I held a hearing on June 5, 2025, at which I listened to oral argument from the parties, and admitted, without objection from Plaintiff, Defendants’ Exhibit A.² (Docket No. 27). At the conclusion of the hearing, I took the matter under advisement. (Id.).

II. APPLICABLE LAW AND DISCUSSION

Torres contends that Prado, principal attorney at Prado Law, and who now represents Defendants, was previously involved with him in a business transaction closely connected to the subject matter of this case. (Docket No. 15 at 1). He further claims that Prado Law participated in the negotiation, drafting, and preparation of agreements involving Torres’ music rights and professional services, including the agreements that are in controversy in this case. Torres also references the agreement that he signed with Monserrate and Prado for the proposition that, at a minimum, a business-legal relationship was created, and potentially an attorney-client relationship. Plaintiff says that the dual role of Prado Law in facilitating transactions involving him and now representing adverse parties, creates an “unresolvable conflict of interest” under the

² Exhibit A is the “Exclusive Management, Representation, and Publication Contract” alluded to by Plaintiff in the complaint. The same was submitted in the Spanish language. I granted Defendants 10 days to submit a certified English translation. (Docket No. 27). The same was submitted on June 23, 2025. (Docket No. 32).

1 rules of professional conduct, particularly Rule 1.8, which prohibits a lawyer from
2 entering into a business transaction with a client unless strict conditions are met.
3 Alternatively, Torres argues that he reasonably believed that Prado Law was providing
4 legal advice and guidance and that even if the business relationship between Prado Law
5 and him did not create a full attorney-client relationship, the protections of Rule 1.7 of
6 the model rules (concurrent conflict of interest) are triggered by the adverse
7 representation in this case. At the motion hearing held, Torres raised for the first time
8 that Prado Law should also be disqualified pursuant to Rule 3.7 because Prado could be
9 called as a witness at trial.
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12 The Defendants respond that the motion to disqualify lacks factual and legal basis.
13 First, they argue that no attorney-client relationship ever existed between Torres and any
14 of the attorneys at Prado Law. Second, that any prior interaction between Torres and
15 Prado was purely business or transactional in nature and did not involve providing legal
16 advice, advocacy or representation. Said prior business relationship, Defendants
17 maintain, is not substantially related to the issues in controversy in this case.
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19 Further, according to the Defendants, Torres has failed to establish that he
20 reasonably believed Prado Law was acting as his legal representative at any time relevant
21 to the allegations in the complaint. Defendants additionally contend that the
22 management, representation and publication contract signed by Torres—Exhibit A—was
23 signed by Prado in his capacity as an officer of NG Entertainment, Inc., not as attorney
24 for any party to the agreement. With respect to the issue of Prado being a potential
25 witness, Defendants claim that this argument was waived, and that it fails on the merits
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1 in any event because there are other witnesses involved in the transactions that can be
2 the source of information and testimony.

3 **A. Legal Standard – Motions to Disqualify**

4 When presented with a motion to disqualify counsel, a federal district court looks
5 to the local rules enacted by the district court itself. *Smith v. Llamas*, No. CV 24-1547
6 (ADC), 2025 LX 31894, 2025 U.S. Dist. LEXIS 89212, at *3 (D.P.R. May 9, 2025)
7 (citing *Ashe v. Distribuidora Norma Inc.*, 2012 U.S. Dist. LEXIS 203860, 2012 WL
8 12995645, at *2 (D.P.R. Sept. 25, 2012)). The District of Puerto Rico has adopted the
9 American Bar Association’s Model Rules of Professional Conduct. Specifically, Local
10 Rule 83E provides in pertinent part that “[i]n order to maintain the effective
11 administration of justice and the court integrity, each attorney admitted or permitted to
12 practice before this court shall comply with the standards of professional conduct
13 required by the Model Rules of Professional Conduct ... adopted by the American Bar
14 Association.” Local Civ. R. 83E(a).

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Motions to disqualify are generally disfavored. *See Polyagro Plastics, Inc. v. Cincinnati Milacron, Inc.*, 903 F. Supp. 253, 256 (D.P.R. 1995). This is so because disqualifying a party’s chosen counsel is “a serious matter which could not be supported by the mere possibility of a conflict.” *Rivera-Molina v. Casa La Roca, LLC*, 546 F. Supp. 3d 108, 110 (D.P.R. 2021). Moreover, Courts are to exercise caution in deciding motions to disqualify because such “motions can be tactical in nature, designed to harass opposing counsel, and ... ‘the purpose of the Rules can be subverted when they are invoked by opposing parties as procedural weapons.’” *Kevlik v. Goldstein*, 724 F.2d 844, 848 (1st Cir. 1984) (quoting Preamble to Model Rules for Professional Conduct). The

moving party bears the burden of showing the factual and legal basis that warrants disqualification. *See Estrada v. Cabrera*, 632 F. Supp. 1174, 1175 (D.P.R. 1986) (citing *Evans v. Artek Systems Corp.*, 715 F.2d 788, 794 (2nd Cir. 1983)).

B. Conflict of Interest

“A motion to disqualify an attorney is an accepted and adequate way for a litigant to bring a potential conflict of interest to the Court’s attention.” *Rivera Molina v. Casa La Roca, LLC*, 546 F. Supp. 3d 108, 110 (D.P.R. 2021). Rule 1.8 of the Model Rules of Professional Conduct, upon which Torres principally relies, provides in general that “[a] lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless” certain conditions are met such as reasonableness of the terms of the transaction, opportunity to seek the advice of independent counsel, and written informed consent by the client. MODEL RULES OF PROF’L CONDUCT R. 1.8(a) (2025). Although cited in passing, Torres also relies on Rule 1.7³ which generally prohibits a lawyer from representing a client if said current representation will be adverse to another client, MODEL RULES OF PROF’L CONDUCT R. 1.7 (2025), and Rule 1.9, which forbids representation of a person if such representation will be adverse to a former client in a substantially related matter, or using information related to the representation to the disadvantage of the former client. MODEL RULES OF PROF’L CONDUCT R. 1.9 (2025).

³ I find that Torres’ reliance on Rule 1.7 is misplaced because there is no dispute that Prado Law is not “currently” his counsel. “Unlike, for example, Rule 1.9, which specifically refers to lawyers who have ‘formerly represented a client,’ Rule 1.7 limits the conflicts to those existing between two parties that are currently clients of a lawyer.” *Headfirst Baseball LLC v. Elwood*, 99 F. Supp. 2d 199, 206 (D.D.C. 2013). Accordingly, I will not discuss any argument under this rule.

1 The sine qua non of a violation of these conflict-of-interest rules, is the existence
2 of an attorney-client relationship, either presently, or in the past. *See Polyagro Plastics,*
3 *Inc.*, 903 F. Supp. at 256 (noting that in the context of a motion to disqualify pursuant to
4 Rule 1.9, the court needed to discern first whether an attorney-client relationship
5 existed). For instance, as the plain language of Rule 1.8 shows, “a lawyer shall not enter
6 into a business transaction with a **client**” MODEL RULES OF PROF’L CONDUCT
7 R. 1.8(a) (emphasis added); *see also Rivera Molina v. Casa La Roca, LLC*, 546 F. Supp.
8 3d at 112 (denying motion to disqualify under Rule 1.9 in the absence of evidence that
9 there was an attorney-client relationship.). Thus, based on the above, in order to meet
10 his burden to show that disqualification is warranted under any of these rules, Torres
11 must first establish that an attorney-client relationship existed between him and Prado
12 Law. At oral argument, counsel for Torres conceded that the existence of an attorney-
13 client relationship was a necessary condition to trigger the relied upon rules of
14 professional conduct.

15 If the court finds the existence of an attorney-client relationship, Plaintiff still
16 must meet the substantially related test, which governs the inquiry into whether
17 disqualification is appropriate in conflict-of-interest cases. *See Starlight Sugar, Inc. v.*
18 *Soto*, 903 F. Supp. 261, 265 (D.P.R. 1995) (citing *Borges v. Our Lady of the Sea Corp.*,
19 935 F.2d 436, 439 (1st Cir. 1991)). “[T]he relevant inquiry is whether the subject matter
20 of the two representations is ‘substantially related;’ could the attorney have obtained
21 confidential information in the first suit that would have been relevant to the second.”
22 *Borges*, 935 F.2d at 439-40. Under the substantially related test:
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[T]he first step is to factually reconstruct the scope of the prior representation. Second, the Court must determine whether it is reasonable to infer that the information allegedly given, would have been provided to an attorney involved in the representation of those matters. Lastly, the court must determine whether that information is relevant to the issues raised in the litigation pending against the former client.

Reyes-Canada v. Rey-Hernandez, 193 F. Supp. 2d 409, 411-12 (citations omitted).

On the record before me, I find that Torres has not met his burden to show neither the existence of an attorney-client relationship, nor that the subject matter of the two representations (assuming for the sake of argument that an attorney-client relationship existed), are substantially related. Except for a vague and conclusory allegation that Torres “relied on Prado’s professional position during those transactions” and that he “reasonably believed Prado Law was providing legal advice or guidance” (Docket No. 15 at 6), there is nothing supporting the argument that an expressed or implied attorney-client relationship existed between him and Prado Law.

For an attorney-client relationship to exist, the purported client must have sought advice or legal representation from the attorney. *Campos-Matos v. Evanstone Ins. Co.*, 208 F. Supp. 2d 170, 173 (D.P.R. 2002) (citing *In re Belen Trujillo*, 126 P.R. Dec. 743, 756-57, 1990 Juris P.R. No. 102 (1990)). The existence of an express attorney-client relationship maybe established by proof of a formal written or oral agreement, payment of fees, or evidence of statements or representations made by either party about the nature of the relationship. *Headfirst Baseball LLC v. Elwood*, 99 F. Supp. 2d at 210; see also *Rivera-Molina v. Casa La Roca, LLC*, 546 F. Supp. 3d at 112. Nonetheless, “[a] party does not need to produce a formal contract or fee payment to establish an attorney-client

1 relationship.” *Polyagro Plastics, Inc.*, 903 F. Supp. at 256. A party may show the
2 existence of an implied attorney-client relationship. Indeed,

3 [a] fiduciary relationship in which client confidences must be
4 protected may arise from a preliminary consultation by a
5 prospective client with a view to retention of a lawyer,
6 although actual employment does not result. Accordingly, a
7 party may establish an implied attorney-client relationship if
8 (i) the party submitted confidential information to the
9 attorney, and (ii) the party did so with the reasonable belief
10 that his lawyer was acting as the party’s attorney.

11 *Id.* (cleaned up); *see also Sheinkopf v. Stone*, 927 F.2d 1259, 1265 (1st Cir. 1991) (noting
12 that under Massachusetts law, the existence of an implied attorney-client relationship
13 may be proven if certain elements are met).

14 Here, Torres has not mustered any evidence that he had an express attorney-client
15 relationship with Prado Law. He has not submitted a written agreement, retainer, or
16 other proof to show that Prado or Prado Law expressly agreed to represent him. No
17 evidence has been presented either of attorney’s fees paid to Prado Law. Similarly, Torres
18 has failed to show the existence of an implied attorney-client relationship. He has not
19 alleged, let alone proven, that he submitted confidential information to Prado under a
20 reasonable belief that the latter was acting as his lawyer. The circumstances surrounding
21 the contract negotiations, particularly any communications he had with Prado in that
22 context, have not been proffered. And while Torres has tersely claimed that he believed
23 Prado Law was providing legal advice and guidance, he has not put the Court in a position
24 to find that such belief was reasonable or amounts to the formation of an implied
25 attorney-client relationship. “To imply an attorney-client relationship,...the law requires
26 more than an individual’s subjective, unspoken belief that the person with whom he is
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1 dealing, who happens to be *a* lawyer, has become *his* lawyer. *Sheinkopf*, 927 F.2d at 1265
2 (emphasis in original).

3 The above conclusion is reinforced by the fact that Torres signed the management,
4 representation, and publication contract wherein Prado appears as signatory in his
5 capacity as officer of NG Entertainment, Inc. (Exhibit A at 2, 16, Docket No. 32-1 at 2,
6 16). Nowhere in said contract is Prado appearing in his capacity as an attorney. What's
7 more, the agreement itself specifies that before signing the same the parties either
8 exercised or waived their right to seek independent legal advice. (Id. at 16). Such
9 language in the agreement suggests that neither Prado nor Prado Law were providing
10 legal services or entering into an attorney-client relationship with any of the persons or
11 entities named in said contract; it was purely a business transaction.

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14 Therefore, because Torres has not established the existence of an attorney-client
15 relationship with Prado or Prado Law, he cannot succeed in any of the variants of his
16 motion to disqualify. The alleged violation to Rule 1.8 fails because any business
17 transaction was not entered into with Torres as “client” of Prado or Prado Law. Likewise,
18 disqualification cannot be premised on a duty breached or potential breach of duty to a
19 former client under Rule 1.9, again, because Torres was never a client of Prado Law.
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21 The motion to disqualify fails, in any event, because even assuming the existence
22 of an attorney-client relationship, the present litigation does not meet the “substantially
23 related” test. Torres has not directed my attention to any specific confidential
24 information obtained in the context of the past purported legal representation that may
25 be used in the current litigation. *See Reyes-Canada*, 193 F. Supp. 2d at 411 (“The purpose
26 of this disqualification rule [Rule 1.9] is to prevent confidential information, from a prior
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1 representation, from being used for the benefit of another client who is now the
2 adversary of the prior client.”). Torres has also not factually reconstructed the scope of
3 the alleged prior representation and has not shown that information provided to Prado
4 to enable him and others to subscribe the management, representation and publication
5 contract, is significantly relevant or critical to his cause of action of nullification of a
6 different contract with Martinez and the damages he claims to have suffered. At most,
7 the agreement Torres signed with Prado and Monserrate, which was never executed, is a
8 tangential aspect of the factual background of this case. For those reasons, the request
9 for disqualification is unavailing.
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11 **C. Lawyer as Witness – Rule 3.7**

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13 Torres raised for the first time at the June 5, 2025, motion hearing that
14 disqualification was also warranted on the ground that Prado may be called as a witness
15 at trial. Defendants argue that this argument is waived for failure to bring it in the
16 original motion to disqualify. They also claim that there are witnesses other than counsel
17 Prado that can provide the relevant testimony. At the hearing, counsel for the Plaintiff
18 riposted that the argument was not raised in her motion because at the time it was filed,
19 Prado had not entered a formal notice of appearance in the case. A different attorney
20 from Prado Law had appeared.
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22 Rule 3.7 provides in relevant part that “(a) A lawyer shall not act as advocate at a
23 trial in which the lawyer is likely to be a necessary witness unless: (1) the testimony
24 relates to an uncontested issue; (2) the testimony relates to the nature and value of legal
25 services rendered in the case; or (3) disqualification of the lawyer would work substantial
26 hardship on the client. MODEL RULES OF PROF’L CONDUCT R. 3.7(a) (2025). The
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burden of showing that a lawyer is a necessary witness rests with the party seeking disqualification. *P.R. Soccer League NFP v. Federación Puertorriqueña de Fútbol*, No. CV 23-1203 (RAM), 2025 WL 1080742, 2025 U.S. Dist. LEXIS 69595, at *6 (D.P.R. Apr. 10, 2025). The rule places a higher standard of proof on the movant because “[t]he right to be represented by counsel of choice is an important one, subject to override only upon a showing of compelling circumstances.” *Standard Quimica de Venez., C.A. v. Central Hispano Int’l., Inc.*, 179 F.R.D. 64, 66 (D.P.R. 1998) (quoting *Weeks v. Samsung Heavy Industries Co., Ltd.*, 909 F. Supp. 582, 583 (N.D. Ill. 1996)). A lawyer is deemed a necessary witness “when the proposed testimony is relevant, material, not merely cumulative, and unobtainable elsewhere.” *P.R. Horse Owners Ass’n, Inc. v. Gaming Comm’n of Gov’t of P.R.*, No. 24-01194, 2024 U.S. Dist. LEXIS 135881, 2024 WL 3580629, at *1 (D.P.R. July 30, 2024) (quoting *Deetz Fam., LLC v. Rust-Oleum Corp.*, 16-10790, 2018 U.S. Dist. LEXIS 184773, 2018 WL 5555070, at *1 (D. Mass. Oct. 29, 2018)).

I bypass the issue of waiver of the Rule 3.7 argument because though raised for the first time at the hearing, the Defendants had an opportunity to respond to it, but most importantly, because it fails on the merits even if not waived. Torres has not met his burden of showing that, at this stage, Prado Law should be disqualified because Prado is likely to be a necessary witness at trial. Plaintiff has particularly fallen short of establishing that any testimony by Prado is material and that it cannot be obtained through other identified witnesses. Therefore, disqualification under Rule 3.7 is premature. Nevertheless, “if it later becomes likely’ that Prado ‘is the only individual with relevant knowledge[,]’ Torres’ ‘renewal of their motion will be in order, but only to

1 prevent [Prado] from acting as advocate at trial.” *Standard Quimica De Venez., C.A.*,
2 179 F.R.D. at 66; *see also P.R. Horse Owners Ass’n, Inc.*, 2024 WL 3580629, at *5
3 (denying motion to disqualify without prejudice for failure to demonstrate at the pre-
4 trial stage that counsel was a necessary witness to be called at trial.).
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6 **III. CONCLUSION**

7 In view of the above, Torres’ motion to disqualify at Docket No. 15 is hereby
8 DENIED.

9 **IT IS SO ORDERED**

10 In San Juan, Puerto Rico this 24th day of June, 2025.

11 S/Héctor L. Ramos-Vega
12 HÉCTOR L. RAMOS-VEGA
13 UNITED STATES MAGISTRATE JUDGE
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